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India Distributor Application and Agreement

FORLIFE TRADING INDIA PVT. LTD.

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Mumbai - 400 093. India

Airtel Toll Free - 1-800-102-0502

Local Number - 022-4093-2700

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Email ID : indiads@4life.com

Please fill the form in capital
Letter with Black Ball Point Pen

APPLICANT INFORMATION

Distributor ID:
(Only If already registered on the internet.)

Individual Company

Date - / /
DD MM YYYY

PAN No.:
(Please submit PAN Card Copy)

Applicant Name:
(As in the Bank Account)

Co-applicant: _____

Please submit a copy of one of the following for applicant and Co-applicant; PAN Card, Voters ID, Passport Or Driver's License

Address: _____

Please attach
Address Proof

City: _____ State: _____ Pin Code:

Date of Birth: / / Email: _____
DD MM YYYY

Home Phone: _____ Mobile: +91 _____ Work Phone: _____

DISTRIBUTOR SHIPPING ADDRESS (Only if shipping address is different from mailing address above)

Address: _____

City: _____ State: _____ Pin Code:

ENROLLER INFORMATION* (Person who enrolled you in 4life®)

Enroller's ID:

Enroller's Name: _____
(LAST /FIRST /MIDDLE NAME)

SPONSOR INFORMATION* (APPLICANT : Your direct upline link) (ENROLLER : You have the option of placing the applicant on any Level in your Organisation.)

Sponsor's ID:

Sponsor's Name: _____
(LAST /FIRST /MIDDLE NAME)

COMMISSION PAYMENT INFORMATION

Name of the Bank: _____

Branch name & address: _____

Account No.: _____

Bank IFSC Code: _____

Please attach copy of the cancelled cheque OR BANK Passbook Copy

Undertaking: I am willingly joining the business opportunity provided by Forlife Trading India Pvt. Ltd. of Selling its products. My Current turnover does not need me to register under VAT of my state. I agree to buy one distributor Business kit in my first order. I have read the terms and conditions printed overleaf (Also available at <http://india.4life.com> in "Resources" section) and understood policies and procedures and I agree to abide by them.

Applicant's Signature and Date

Co - Applicant's Signature and Date

IMPORTANT:

- * This Information can only be changed within 10 days of enrollment without receiving upline approval.
- 20% tax will be deducted from the commissions if the Pan card copy is **NOT** submitted by the distributor.
- If applicant is a company, please enclose Business Entity Form.

DISTRIBUTOR TERMS AND CONDITIONS

1. In accordance with the terms and conditions herein, I hereby submit my Distributor Application and Agreement to become an Independent Distributor (hereinafter referred to as "Distributor") with Forlife Trading India Co. Pvt. Ltd. (hereinafter referred to as "Company").
2. As used throughout this document, the term "Agreement" refers to this Distributor Application and Agreement, the Policies and Procedures, and the Compensation Plan.
3. This Agreement becomes effective on the date accepted by the Company. An executed, facsimile or original hard-copy of this Agreement must be received by the Company for me to be officially accepted as a Distributor. If the Company does not receive an executed facsimile or original hard-copy of this Agreement from me, I understand that this Agreement will be cancelled. I acknowledge that my signature on my facsimile application shall be deemed by the Company to be my original signature.
4. Upon acceptance of this Application I understand I will become a Distributor of the Company and will be eligible to participate in the sales and distribution of the Company's goods and services and receive commissions in connection with such sales in accordance with the Company's Policies and Procedures and Compensation Plan.
5. I understand that as a Distributor I am an independent contractor; not an agent, employee or franchisee of the Company. I UNDERSTAND AND AGREE THAT I WILL NOT BE TREATED AS AN EMPLOYEE FOR ANY TAX PURPOSES. I understand and I will pay all applicable central and state income taxes, self-employment taxes, sales taxes, local taxes, service taxes, and/or local license fees that may become due as a result of my activities under this Agreement.
6. I understand and agree that my remuneration will consist solely of commissions, overrides and/or bonuses from the sale of 4Life products marketed by the Company. I shall receive no commission from the mere act of enrolling others into the program, and I shall not represent to others that it is possible to receive any income simply from enrolling others in the program.
7. I agree that as a Distributor I will operate in a lawful, ethical and moral manner and will use my best efforts to promote the sale and use of the services and/or products offered by the Company to the general public. I understand that as a Distributor my conduct must be consistent with public interest and I will avoid all discourteous, deceptive, misleading or unethical practices. In addition, I agree to abide by all central, state and local laws governing the operation of my business.
8. I understand that I am not guaranteed any income, nor am I assured any profit or success. I am free to set my own hours and determine my own location and methods of selling, within the guidelines and requirements of this Agreement. I agree that I am responsible for my own business expenses in connection with my activities as a Distributor.
9. I certify that neither the Company nor my sponsor has made any claims of guaranteed earnings or representations of anticipated earnings that might result from my efforts as a Distributor. I understand that my success as a Distributor comes from retail sales, service and the development of a marketing network. I understand and agree that I will make no statements, disclosures or representations in selling the Company's goods and services or in the sponsoring of other prospective Distributors, other than those contained in approved Company literature.
10. If I sponsor other Distributors, I agree to perform a bona-fide supervisory, distributive, selling and training function in connection with the sale of the Company's goods and services to the end user.
11. I understand and agree that the Company may make modifications to the Agreement at its sole discretion, and that all such changes shall be binding upon me. All changes to the Agreement shall become effective upon publication in official Company literature. The continuation of my 4Life business or my acceptance of bonuses or commissions shall constitute my acceptance of any and all amendments.
12. I understand that the acceptance of this Agreement does not constitute the sale of a franchise, that there are no exclusive territories granted to anyone, and that no franchise fees have been paid, nor am I acquiring any interest in a security by the acceptance of this Agreement.
13. Distributors may not assign any right nor delegate any duty arising under this agreement without the prior written consent of the Company. Any unauthorized assignment or delegation shall be voidable at the option of the Company.
14. The term of this Agreement is one year. There is an annual renewal fee which is due on each anniversary date of this Agreement. In order to ensure that a Distributor is following the "spirit" as well as the "letter" of Company policies and that the Distributor is operating his/her distributorship in an ethical manner consistent with the image and character of the Company, 4Life, all renewals are subject to the acceptance by the Company. Failure to renew shall result in the cancellation of my Agreement.
15. I agree to indemnify and hold the Company harmless from any and all claims, damages and expenses, including attorney's fees, arising out of my actions or conduct, and that of my employees and agents in violation of this Agreement. All disputes and claims relating to the Company, the Distributor Agreement, the Marketing and Compensation Plan or its products and services, the rights and obligations of an independent Distributor and the Company or any other claims or causes of action relating to the performance of either an independent Distributor or the Company under the Agreement or the Policies and Procedures shall be settled totally and finally by arbitration to be held at Mumbai by a sole arbitrator appointed by the Company, in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on the parties. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. This agreement to arbitrate shall survive any termination or expiration of the Agreement.
16. The parties waive all rights to incidental, consequential, exemplary and punitive damages arising from any violation of the Agreement.
17. I understand the Compensation Plan and the Policies and Procedures are applicable to products made available by the Company. If due to any reason, such agreement is terminated or compensation plan is dissolved by ForLife Trading India Pvt. Ltd., this Agreement and my distributorship shall automatically terminate and I will have no claim against the Company, save that any compensation due and payable to me on the date of such termination.
18. I shall be subject to disciplinary sanctions as specified in the Policies and Procedures at the Company's discretion for the violation or breach of any term or provision of the Agreement. Upon the voluntary or involuntary cancellation of this Agreement, I shall lose and expressly waive, any and all rights, including property rights, to my previous downline organization and to any bonus, commission or other compensation arising from the sales generated by myself or my prior downline organization.
19. I certify that the number shown on this form is my correct PAN number.
20. The Company shall be entitled to deduct and offset from any commissions, bonuses or any other money payable to me, any amounts past due and unpaid for purchases of Company products and services, renewal fee or any other money owed to the Company by me.
21. I have read this Agreement, and acknowledge receiving and reading all documents incorporated by reference, and agree to abide by and be bound by the terms contained there in.
22. Any waiver by the Company of any breach of this Agreement must be in writing and signed by an authorized officer of the Company Waiver by the Company of any breach of this Agreement by me shall not operate or be construed as a waiver of any subsequent breach